

File ID Number	16-1866
Introduction Date	9-14-16
Enactment Number	16-1500
Enactment Date	9-14-16
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education  
From: Antwan Wilson, Superintendent  
Subject: Grant Award Acceptance – Oakland Public School Fund – Oakland International High School

**ACTION REQUESTED:**

Acceptance by the Board of Education of Grant Award from the Oakland Public School Fund to support establishment of a Learning Lab just for professional development of teachers and leaders related to newcomers and English Language Learners at Oakland International High School's for the terms July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof.

**BACKGROUND:**

Grant proposals for OUSD schools for the 2016-2017 fiscal years were submitted for funding as indicated in the chart below. The Grant

Face Sheet and Grant Award Notification attached.				Grant's Purpose	Time Period	Funding Source	Grant Amount
File ID #	Backup Document Included	Type	Recipient				
	x	Grant	Oakland International High School	Support establishment of a Learning Lab at OIHS to support professional development of teachers and leaders related to newcomers and ELLs	7/01/2016 thru 6/30/2017	Silicon Valley Community Foundation (c/o Oakland Ed Fund)	\$160,000

**DISCUSSION**

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$160,000

**RECOMMENDATION:**

Acceptance by the Board of Education of Grant Award from the Oakland Public School Fund to support establishment of a Learning Lab just for professional development of teachers and leaders related to newcomers and English Language Learners at Oakland International High School's for the terms July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof.

Face Sheet

**Attachments:** Copy of check and board memo



June 6, 2016

Dear Carmelita Reyes,

On behalf of The Oakland Public Education Fund Board of Directors, I am pleased to inform you that a grant has been approved in the amount of \$160,000.00 for the project: Oakland International High School.

This agreement forms the contract between the Oakland Public Education Fund and Oakland International High School. (Grantee). Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you can agree to the terms and conditions please sign this agreement. No funds will be disbursed until this agreement has been returned.

As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to [www.oaklandedfund.org](http://www.oaklandedfund.org). Our logo is available upon request. Any statement about Oakland Public Education Fund policy should be cleared in advance through our Director of Communications Benj Vardigan ([benj@oaklandedfund.org](mailto:benj@oaklandedfund.org)).

The Oakland Ed Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

A handwritten signature in black ink, appearing to read "Brian Stanley".

Brian Stanley, Ed.D.  
Executive Director  
Oakland Public Education Fund



Oakland Public Education Fund  
PO Box 27148  
Oakland, CA  
94602

## SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland International High School
Date Approved	June 6, 2016
Funding Source	Silicon Valley Community Foundation
Amount of Grant	\$160,000.00
Less Oakland Ed Fund Fees	\$0
Total Amount of Funds	\$160,000.00
Reporting Requirements & Due Dates	<b>Final Report: N/A</b>

## SECTION 2: GRANT PURPOSE AND EXPECTED OUTCOMES

It is mutually understood that this grant is awarded with the expectation that you will expend the entire amount to address the following agreed-upon purpose and objectives. *While minor changes in plan are expected, if you or the team responsible for this grant wishes to modify these fundamental intentions of the project, you must seek prior approval of the Oakland Public Education Fund.*

### PURPOSE OF THIS GRANT

This grant is to support the Oakland International High Learning Lab in the 2016-17 school year

## SECTION 3: DISBURSEMENT

You have told us that you wish to: Awarding of a grant to grantee.

**IF FUNDS WILL BE TRANSACTED THROUGH THE OAKLAND ED FUND:** Please work with our Director of Finance and Administration, David Korsak (david@oaklandedfund.org), to set up any funds you requested that we hold on account in service of this project. Your organization may need to complete an agreement establishing a fund management relationship if one does not already exist.

**IF THE OAKLAND ED FUND IS ISSUING A GRANT TO OUSD:** The Oakland Unified School District Board of Education must approve receipt of grants by Oakland the District above a certain limit. You should plan on the board approval process taking at least thirty days from submission. Please work closely with the appropriate OUSD staff to ensure this process moves quickly and the work can begin on time.

## SECTION 4: GRANT AGREEMENT

This grant was solicited using the 501(c)(3) designation of the Oakland Public Education Fund (the Ed Fund). Therefore, the Ed Fund is obligated to serve as the fiscal sponsor for these funds and as such has a unique role in ensuring that these charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and funder intent.

On June 6, 2016, the Oakland Public Education Fund decided that financial support of the project described in the cover letter accompanying this agreement will further the Ed Fund's tax-exempt purposes. Therefore, the Ed Fund has created a restricted fund designated for such a project and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Oakland International High School (Grantee), subject to the following terms and conditions:

1. If not already on file, grantee shall provide the Ed Fund with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Ed Fund, showing Grantee's separate existence as an organization.



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 Oakland, CA  
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2. Grantee shall use the grant solely for the project described in the accompanying cover letter, and Grantee shall repay to the Ed Fund any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are spent must be approved in writing by the Ed Fund before implementation. The Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Ed Fund's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within the Ed Fund's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. An administrative charge of percent will be deducted from all amounts paid into the restricted fund. Such fees, interest, and charges are necessary to compensate the Ed Fund for its services administering the funds, and thus become unrestricted rather than restricted assets when paid.
4. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Ed Fund for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
5. Grantee shall submit full and complete reports to the Ed Fund in compliance with the schedule presented in the letter accompanying this agreement. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
6. Grantee shall ensure that the Ed Fund is included in any communications connected with the grant including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters. Grantee will submit copies of any such publication with project report(s). Finally, Grantee will ensure that any mention of the Ed Fund on all printed material shall read: "Project Name' has been made possible (in part) by the sponsorship of the Oakland Public Education Fund, with funding provided by (funders)" or an alternate credit to be agreed upon between you and the Ed Fund.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify the Ed Fund immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
10. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.



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11. his Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.

**SPECIAL CONDITIONS IMPOSED ON THIS GRANT**

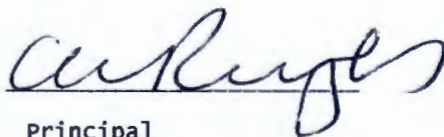
Please consider this grant anonymous internally and externally.

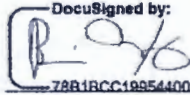
This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

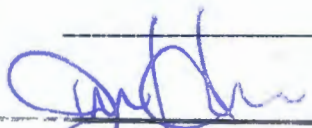
**Understood and agreed to,**

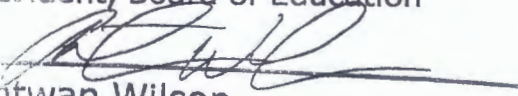
**Grantee**


**Oakland Ed Fund Authorized Signature**

Signature:   
Title: Principal  
Date: \_\_\_\_\_

Signature:   
Title: Executive Director  
Date: June 6, 2016 | 10:23:32 AM PDT

  
James Harris  
President, Board of Education

  
Antwan Wilson  
Secretary, Board of Education

DISTRICT  
APPROPRIATE FUNDING SUBSTANCE  
By:   
Attorney at Law

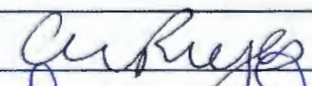
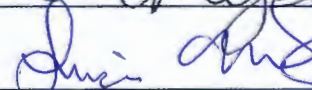
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OUSD Grants Management Face Sheet

<b>Title of Grant: OIHS Learning Lab</b>	<b>Funding Cycle Dates: July 2016- June 2017</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) David Korsack Oakland Public Ed Fund PO Box 27148 Oakland Ca 94602	<b>Grant Amount for Full Funding Cycle:160,000</b>
<b>Funding Agency: Silicon Valley Community Foundation</b>	<b>Grant Focus: OIHS Learning Lab</b>
<b>List all School(s) or Department(s) to be Served: Oakland International High School</b>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Improve the quantity and quality of teachers prepared to and currently teaching newcomer students in Oakland; support new and existing leaders improve newcomer programs.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.75% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	N/A
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Carmelita Reyes, Principal <a href="mailto:Carmelita.Reyes@ousd.org">Carmelita.Reyes@ousd.org</a> Cell#510-435-3271

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		6/10/16
Department Head (e.g. for school day programs or for extended day and student support activities)	Lucia Moritz		8/15/16

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Veron Hall		
Superintendent	Antwan Wilson		